

**FILED: NEW YORK COUNTY CLERK 05/17/2022 11:25 AM**

NYSCEF DOC. NO. 1

INDEX NO. 656318/2022

RECEIVED NYSCEF: 05/17/2022

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

KITCHEN WINNERS NY INC.,

*Plaintiff,*

vs.

ROCK FINTEK LLC,

*Defendant.*

Index No. \_\_\_\_\_

Date Filed: \_\_\_\_\_

**SUMMONS**

Plaintiffs designate New York  
County as the place of trial.

The basis of the venue is a  
contractual provision fixing the  
place of venue.

**TO THE ABOVE NAMED DEFENDANT:**

**PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED** to answer the complaint of the plaintiff(s) herein and to serve a copy of your answer on the plaintiff(s) at the address indicated below within 20 days after the service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the Summons is not delivered personally to you within the State of New York.

**YOU ARE HEREBY NOTIFIED THAT** should you fail to answer, a judgment will be entered against you by default for the relief demanded in the complaint.

**NOTICE OF COMMENCEMENT OF ACTION  
SUBJECT TO MANDATORY ELECTRONIC FILING**

**PLEASE TAKE NOTICE** that the matter captioned above, which has been commenced by filing of the accompanying documents with the County Clerk, is subject to mandatory electronic filing pursuant to Section 202.S-bb of the Uniform Rules for the Trial Courts. This notice is being served as required by Subdivision (b) 13) of that Section. The New York State Courts Electronic Filing System ("NYSCEF") is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and self-represented parties. Counsel and/or parties who do not notify the court of a claimed exemption (see below) as required by Section 202.S-bb(e) must immediately record their representation within the e-filed matter on the Consent page in NYSCEF. Failure to do so may result in an inability to receive electronic notice of document filings. Exemptions from mandatory e-filing are limited to: (1) attorneys who certify in good faith that they lack the computer equipment and (along with all employees) the requisite knowledge to comply; and (2) self-represented parties who choose not to participate in e-filing. For additional information about electronic filing, including access to section 202.5-bb, consult

Date Served: 5/24/22

Time Served: 4:16

Server: SB

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the NYSCEF website at [www.nycourts.gov/efile](http://www.nycourts.gov/efile) or contact the NYSCEF Resource Center at 646-386-3033 or [efile@courts.state.ny.us](mailto:efile@courts.state.ny.us).

**Defendant's Addresses:**

c/o Harvard Business Services, Inc.  
16192 Coastal Highway  
Lewes, DE 19958

1680 Michigan Avenue  
Miami Beach, Florida 33139

Dated: Kew Gardens, New York  
May 17, 2022

**LIPSIUS-BENHAIM LAW LLP**

*Attorneys for Plaintiff*

By:



Ira S. Lipsius

Alexander J. Sperber

80-02 Kew Gardens Road, Suite 1030

Kew Gardens, New York 11415

Telephone: 212-981-8440

Facsimile: 888-442-0284

[ilipsius@lipsiuslaw.com](mailto:ilipsius@lipsiuslaw.com)

[asperber@lipsiuslaw.com](mailto:asperber@lipsiuslaw.com)

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

-----X

KITCHEN WINNERS NY INC.,

Plaintiff/Petitioner,

- against -

Index No.656318/2022

ROCK FINTEK LLC,

Defendant/Respondent.

-----X

**NOTICE OF ELECTRONIC FILING  
(Mandatory Case)  
(Uniform Rule § 202.5-bb)**

**You have received this Notice because:**

- 1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and
- 2) You are a Defendant/Respondent (a party) in this case.

● **If you are represented by an attorney:**

Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

● **If you are not represented by an attorney:**

**You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.**

**If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.**

The **benefits of participating in e-filing** include:

- serving and filing your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

**To register for e-filing or for more information about how e-filing works:**

- visit: [www.nycourts.gov/efile-unrepresented](http://www.nycourts.gov/efile-unrepresented) or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at [www.nycourts.gov](http://www.nycourts.gov)

To find legal information to help you represent yourself visit [www.nycourthelp.gov](http://www.nycourthelp.gov)

**Information for Attorneys  
(E-filing is Mandatory for Attorneys)**

An attorney representing a party who is served with this notice must either:

- 1) immediately record his or her representation within the e-filed matter on the NYSCEF site [www.nycourts.gov/efile](http://www.nycourts.gov/efile) ; or
- 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at [www.nycourts.gov/efile](http://www.nycourts.gov/efile) or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: [nyscef@nycourts.gov](mailto:nyscef@nycourts.gov)).

Dated: May 23, 2022 

Alexander J. Sperber

\_\_\_\_\_  
Name

Lipsius-BenHaim Law, LLP

\_\_\_\_\_  
Firm Name

80-02 Kew Gardens Road, Suite 1030

\_\_\_\_\_  
Kew Gardens, NY 11415

\_\_\_\_\_  
Address

(212) 981-8440

\_\_\_\_\_  
Phone

[asperber@lipsiuslaw.com](mailto:asperber@lipsiuslaw.com)

\_\_\_\_\_  
E-Mail 

To: Rock Fintek LLC

c/o Harvard Business Services, Inc.

16192 Coastal Highway 

Lewes, DE 19958

2/24/20

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**SUPREME COUT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

KITCHEN WINNERS NY INC.,

*Plaintiff,*

vs.

ROCK FINTEK LLC,

*Defendant.*

Index No. \_\_\_\_\_

**COMPLAINT**

Plaintiff Kitchen Winners NY Inc., by its undersigned attorneys, for its complaint against defendant Rock Fintek LLC, alleges as follows:

**THE PARTIES**

1. Plaintiff Kitchen Winners NY Inc. ("Kitchen Winners") is a corporation formed under the laws of the State of New York, with its principal place of business located in Brooklyn, New York.

2. Defendant Rock Fintek LLC ("Rock Fintek") is a Limited Liability Company formed under the laws of Delaware with its principal place of business located in Miami Beach, Florida.

**JURISDICTION AND VENUE**

3. This Court has personal jurisdiction over Rock Fintek pursuant to a "Jurisdiction, Venue & Choice of Law" provision in the Sales and Purchase Agreement dated April 7, 2021, to which Rock Fintek is a party.

4. Venue in this Court is proper pursuant to "Jurisdiction, Venue & Choice of Law" provision of the Sales and Purchase Agreement.



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**FACTS RELEVANT TO ALL CLAIMS FOR RELIEF**

5. On or about April 7, 2021, Kitchen Winners and Rock Fintek entered into a Sales and Purchase Agreement (“Sales and Purchase Agreement”).

6. Pursuant to the Sales and Purchase Agreement, Kitchen Winners agreed to sell to Rock Fintek, and Rock Fintek agreed to buy from Kitchen Winners, 1,500,000 boxes of gloves at a price of \$11.50 per box.

7. Pursuant to the Sales and Purchase Agreement, Rock Fintek agreed to pay for the cost of ground transportation after customs clearance.

8. Between April 2021 and June 2021, Kitchen Winners delivered to Rock Fintek the agreed-upon 1,500,000 boxes of gloves.

9. Even after Kitchen Winners delivered the agreed-upon 1,500,000 boxes of gloves, Rock Fintek continued to request that Kitchen Winners provide it with additional boxes of gloves.

10. Kitchen Winners complied with Rock Fintek’s requests for additional gloves.

11. In total, Kitchen Winners delivered to Rock Fintek more than 1,700,000 boxes of gloves.

12. At no point did Rock Fintek return any of the boxes of gloves to Kitchen Winners.

13. Rock Fintek, however, failed to pay Kitchen Winners for all of the gloves that it received.

14. Rock Fintek owes Kitchen Winners more than \$400,000 for the gloves that it received.

15. Rock Fintek also failed to pay Kitchen Winners for the cost of ground transportation associated with the gloves.

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16. Rock Fintek owes Kitchen Winners more than \$600,000 for the cost of ground transportation associated with the gloves.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**(Breach of Contract)**

17. Kitchen Winners repeats and realleges each of the allegations contained in paragraph 1 through 16, above, as if fully set forth herein.

18. The Sales and Purchase Agreement is a valid and enforceable contract between Kitchen Winners and Rock Fintek.

19. Kitchen Winners performed all of its responsibilities under the Sales and Purchase Agreement.

20. Rock Fintek breached the Sales and Purchase Agreement by failing to pay Kitchen Winners the full amount owed for the gloves that it received.

21. Rock Fintek breached the Sales and Purchase Agreement by failing to pay Kitchen Winners the full amount owed for the ground transportation associated with the gloves.

22. As a result of Rock Fintek's breach of the Sales and Purchase Agreement, Kitchen Winners has been damaged in an amount to be determined at trial, plus prejudgment interest.

23. As a result of Rock Fintek's breach of the Sales and Purchase Agreement, Rock Fintek is liable to pay monetary damages to Kitchen Winners in an amount to be determined at trial.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**(Unjust Enrichment)**

24. Kitchen Winners repeats and realleges each of the allegations contained in paragraph 1 through 23, above, as if fully set forth herein.

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25. Rock Fintek has been enriched at Kitchen Winners's expense by taking gloves from Kitchen Winners, for which it failed to pay.

26. It would be against equity and good conscious to permit Rock Fintek to retain the gloves that it received from Kitchen Winners, without paying for those gloves.

27. As a proximate result of Rock Fintek's unjust enrichment, Rock Fintek is liable to pay monetary damages to Kitchen Winners in an amount to be determined at trial.

**WHEREFORE**, plaintiff requests judgment against defendants, as follows:

A. Granting Kitchen Winners monetary damages in an amount to be determined at trial;

B. Granting Kitchen Winners its attorneys' fees;

C. Granting such other and further relief as the Court deems just, proper, and equitable, together with the additional amounts, interest, costs, and disbursements of this proceeding as permitted by law.

Dated: Kew Gardens, New York  
May 17, 2022

**LIPSIUS-BENHAIM LAW LLP**  
*Attorneys for Plaintiff*



By: \_\_\_\_\_

Ira S. Lipsius  
Alexander J. Sperber  
80-02 Kew Gardens Road, Suite 1030  
Kew Gardens, New York 11415  
Telephone: 212-981-8440  
Facsimile: 888-442-0284  
ilipsius@lipsiuslaw.com  
asperber@lipsiuslaw.com